

1 **UNITED STATES DISTRICT COURT**
2 **DISTRICT OF PUERTO RICO**
3

PEDRO ROSA-NALES,

Plaintiff,

v.

CARNIVAL CORPORATION, et al.,

Defendants.

Civil No. 11-1526 (JAF)

4 **ORDER**
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7 Before the court is a motion to dismiss under Rule 12(b)(6) of the Federal Rules of
8 Civil Procedure brought by defendant Carnival Corporation (“Carnival”). (Docket No.
9 16.) Plaintiff filed an opposition to said motion (Docket No. 20), defendant replied
10 (Docket No. 23), and plaintiff filed a sur-reply (Docket No. 26). Movant alleges that the
11 guest ticket contract in force on board Carnival cruise ships at the time plaintiff travelled
12 with Carnival contains a forum-selection clause, mandating that all litigation between the
13 parties must be conducted in the United States District Court for the Southern District of
14 Florida, located in Miami, Florida. Plaintiff contends that he did not personally receive a
15 copy of the relevant guest ticket contract prior to boarding the subject Carnival Cruise
16 ship.

17 The court held a hearing on June 5, 2012, where both plaintiff and a representative
18 from defendant were present, represented by their respective counsel. The parties
19 informed the court that the plaintiff admitted that he boarded a Carnival Cruise ship (the

1 Carnival Destiny) from September 10, 2006, to September 17, 2006, and that the pictures
2 object of this litigation were taken during the cruise.

3 In light of these facts, the court takes notice that the relevant Carnival guest ticket
4 agreements used by Carnival at the time plaintiff was a passenger contain a forum-
5 selection clause. This type of forum selection clause has been held enforceable in similar
6 circumstances. See, Carnival Cruise Lines v. Shute, 499 U.S. 585 (1991); Hernández-
7 Rivera v. Carnival Corp., 2008 U.S. Dist. LEXIS 28768 (D.P.R. Mar. 31, 2008).

8 In light of the enforceability of the forum-selection clause applicable to passengers
9 aboard Carnival Cruise ships for the relevant time period, the court hereby orders the
10 transfer of this action to the United States District Court for the Southern District of
11 Florida, Miami Division. The court is not resolving any of the remaining arguments
12 raised in the motion to dismiss filed by Carnival.

13 For the reasons stated above the court **DENIES** in part and **GRANTS** in part the
14 motion to dismiss filed at Docket No. 16, and **ORDERS** the Clerk of Court to
15 **TRANSFER** this case to the United States District Court for the Southern District of
16 Florida, Miami Division.

17 IT IS SO ORDERED.

18 In San Juan, Puerto Rico, this 8th day of June, 2012.

19
20 s/José Antonio Fusté
21 JOSÉ ANTONIO FUSTÉ
22 United States District Judge
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